

**DELAWARE**  
**Department of Education (DDOE)**

**CHILD & ADULT CARE FOOD PROGRAM (CACFP)**  
**PERMANENT AGREEMENT**

**INSTRUCTIONS:** The **Institution** must complete the Permanent Agreement in duplicate; sign both copies in ink and return to the **DDOE** Nutrition Programs Office. It is required that the **Institution** retain a record copy on file.

**Section A:** In order to carry out the purpose of Section 17 of the National School Lunch Act, as Amended, and the Regulations governing the CACFP issued there under (7 CFR §226) the DDOE and the Institution, whose name and address appear in the upper right column, above, agree as follows:

**THE INSTITUTION:**

: Represents and warrants that it will accept final administrative and financial responsibility for total CACFP operations at all homes, centers, or as listed in Section B.

: Understands that the CACFP reimbursement is publicly funded and that under 7 CFR §226 and The Richard B. Russell National School Lunch Act, mandates these funds can only be disbursed to eligible **institutions** and their **principals**, meaning those having no history of disqualification for receipt of public funds (federal, state and/or local).

: Certifies through signature of its designee that the above named **Institution** is hereby eligible to receive public funds.

: Agrees to provide immediate notice of any past or future disqualification, understanding that failure to disclose or effort to conceal disqualification shall result in forfeit of reimbursement and all rights and privileges under the CACFP.

: If non-profit, shall demonstrate proof of non-profit status with supporting documentation (i.e., tax exemption letter).

: Certifies the number of private for-profit child care centers under its auspices that receive amounts granted to the State under Title XX of the Social Security Act for at least twenty-five percent (25%) of each center's enrolled children or 25% of center license capacity, during the month preceding application to the Program; or that at least twenty-five percent (25%) of each center's enrolled children or 25% of center license capacity, during the month preceding application to the Program are eligible for Free or Reduced Price meals. And shall continue to certify and provide such information in each succeeding month.

: Understands and agrees that other **Institutions** under the CACFP or **DDOE** may freely copy any CACFP related publication developed by the **Institution**, including records to support the **Institutions'** operations.

**THE DDOE AND THE INSTITUTION MUTUALLY AGREE:**

: To comply with and meet all responsibilities and requirements set forth in 7 CFR §226, CACFP Regulations including audit requirements under OMB Subpart F of the 2 CFR 200.

: The **DDOE** and its representatives will conduct **announced** or **unannounced** visits to the **Institution** and its facility(ies) for purposes of monitoring, reviewing and/or investigating complaints.

: The **Institution** shall not claim reimbursement for meals served in any for-profit center for any month during which the center has less than 25% of its enrolled children, or license capacity are eligible for Title XX benefits under the Social Security ACT, or are eligible for Free or Reduced Price meals.

**Print or Type**

Employer  
Identification #: \_\_\_\_\_

Institution Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**For DDOE Use Only**

The **CACFP** is approved to operate effective: Upon completion and approval of all required documents.

: If the **Institution** is a for-profit sponsoring organization, the **Institution** shall also certify that all centers under this Agreement have the same legal identity as the **Institution**.

: The **Institution** shall not claim reimbursement of meals served under the CACFP, which are also claimed under Title III or any other Child Nutrition Program (National School Lunch Program or Summer Food Service Program For Children).

: The **Institution** shall provide advance notice (**prior to award**) to **DDOE** of the potential for award of any food service or other CACFP related contracts of \$25,000.00 or more, including times and dates of bid openings.

: The **Institution** shall, on a mandatory basis, participate in all training relative to application, recordkeeping, financial management, management improvement guidance, program integrity and/or procurement procedures, and Civil Rights training. Failure to comply with this requirement will result in documentation of deficiency in this area which could lead to termination of CACFP benefits.

**THAT THE INSTITUTION WILL BE REIMBURSED UNDER THE FOLLOWING METHODS:**

: For child care centers, adult day care centers, outside school-hours-care centers, emergency shelters nutrition programs for children, and at-risk after school programs according to the **Institution's**:

☐ Actual point of service count of meals served by eligibility category.

: For sponsoring organization of centers:

☐ According to the payment rates for administrative costs.

: For sponsoring organizations of day care homes:

☐ According to the payment rates for administrative costs.

: For day care homes :

☐ According to the full food service payment rates allotted based on family day care home Tiering determination and meal types served.

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### **ASSURANCE CLAUSE**

“The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.”

“This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.”

“By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.”

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## USDA Nondiscrimination Statement

**For all other FNS nutrition assistance programs, state or local agencies, and their subrecipients, must post the following Nondiscrimination Statement:**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**  
U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or
2. **fax:**  
(833) 256-1665 or (202) 690-7442; or
3. **email:**  
[program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

**CHILD & ADULT CARE FOOD PROGRAM (CACFP)  
PERMANENT AGREEMENT**

**CERTIFICATION STATEMENT**

**I/WE HEREBY CERTIFY** that all of the above information is true and correct. **I/WE** understand that this information is being given in connection with the receipt of Federal funds; that the **Delaware Department of Education (DDOE)** officials may, for cause, verify information; and that deliberate misrepresentation will submit **me/us** to prosecution under applicable State, Federal and/or Local criminal statutes.

INSTITUTION REPRESENTATIVE	DELAWARE DEPARTMENT OF EDUCATION REPRESENTATIVE(S)
Signature: _____ Date: _____  <i>(Executive Director/Owner or Designee)</i>	Signature: _____ Director of Finance  _____ Date  Signature: _____ Associate Secretary, Student Support Team  _____ Date _____ Initial Work Group Director

**NO MONEYS OR OTHER BENEFITS MAY BE PAID OUT UNDER THIS PROGRAM UNLESS THIS AGREEMENT IS COMPLETED, SIGNED, AND FILED AS REQUIRED BY EXISTING REGULATIONS (7 CFR PART 226).**

**In accordance with 7 CFR §226 Recordkeeping requirements, please retain a signed copy of this Agreement with your permanent records.**